

# APPENDICES

## **APPENDIX A - Tax Equalization**

**APPENDIX A**  
**TAX EQUALIZATION CERTIFICATE**

SUBJ: Offer No.: IFB/RFP-\_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_  
(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- |   | <u>YES</u><br>(check only one) | <u>No</u> |
|---|--------------------------------|-----------|
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)?         | _____                          | _____     |
| 2. Does the contract to be awarded require your Business to have an office, inventory, property, Employees, or other representation in the SOH? | _____                          | _____     |
| 3. Does your business provide services in conjunction With the sales of property, such as training, Installation, or repairs in the SOH?        | _____                          | _____     |
| 4. Will your business provide any services in the SOH under the contract to be awarded?   | _____                          | _____     |

\*If the entire services are to be contracted, subject to the State's approval, provide the names of the subcontractor(s):

\_\_\_\_\_

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current ½% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103.53.5, HRS, applies to you.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX B - Client References**

## **APPENDIX B**

### **CLIENT REFERENCES**

The Offeror is required to supply the State with names, addresses, and telephone numbers of three (3) customers for which the Offeror has supplied products and services that are similar to those being requested in this RFP. All work for these references must have been performed within the past two- (2) years. Only three (3) references should be submitted in the proposal submission packet.

1. Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

Reference Name \_\_\_\_\_

Current Phone: \_\_\_\_\_

2. Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

Reference Name \_\_\_\_\_

Current Phone: \_\_\_\_\_

3. Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

Reference Name \_\_\_\_\_

Current Phone: \_\_\_\_\_

## **APPENDIX C - Terms and Conditions**

## GENERAL CONDITIONS

### 1. Representations and Conditions Precedent

#### 1.1 Agreement Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Agreement is, at all times, subject to the appropriation of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Agreement is funded partly or wholly by federal funds, this Agreement is subject to the availability of such federal funds. The portion of this Agreement that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Agreement shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Agreement, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Agreement.

1.2.1 Compliance with Laws. As of the date of this Agreement, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Agreement.

1.2.2 Licensing and Accreditation. As of the date of this Agreement, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes and rules to provide the Required Services under this Agreement.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Agreement, including but not limited to the laws specifically enumerated in this paragraph:

## GENERAL CONDITIONS

- 1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawai'i Revised Statutes, or its successor provision.
- 1.3.2 Drug Free Work Place. The PROVIDER shall implement and maintain a drug free work place as required by the Drug Free Workplace Act of 1988, or its successor.
- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (20 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance. The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), or such lesser amount requested in writing by the PROVIDER and, for good cause shown, approved by the head of the purchasing agency, which approval, if any, is incorporated herein by reference, for bodily injury and property damage liability arising out of each occurrence. The Liability Insurance shall provide that it is the primary insurance for the State of Hawai'i, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER's performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawai'i, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

## GENERAL CONDITIONS

- 1.5 Notice to Clients. Provided that the term of this Agreement is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Agreement, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Agreement, and for the transition to services supplied by another provider upon termination of this Agreement, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Agreement, and appropriate counseling.
- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Exhibit "B" to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Agreement, and listing expenditures actually incurred in the performance of this Agreement. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in Exhibit "C" to this Agreement, the PROVIDER represents that neither the PROVIDER, nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Agreement.
- 1.8 Compliance with Managed Process. If this Agreement was entered into between July 20, 1998, and July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, renegotiated, continued, or extended by the State.

## 2. Documents and Files

### 2.1 Confidentiality of Material.

- 2.1.1 All material given to or made available to the PROVIDER by virtue of this Agreement that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

## GENERAL CONDITIONS

2.1.2 All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, or its successor, and any other applicable body of law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Agreement. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Agreement.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost or pricing data for three (3) years from the date of final payment under the Agreement. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, which ever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

### 3. Relationship between Parties

3.1 Coordination of Services by the STATE. The head of the purchasing agency, (which term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Agreement. The PROVIDER shall maintain communications with the head of the purchasing agency at all stages of the PROVIDER's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Agreement, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, showing that all delinquent taxes, if any, levied or accrued under

## GENERAL CONDITIONS

state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS, or its successor provision.

- 3.3 Change of name. When the PROVIDER asks to change the name in which it holds this Agreement with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency Procurement Officer") shall, upon receipt of a document acceptable or satisfactory to the Agency Procurement Officer indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Agreement with the PROVIDER to effect the change of name. Such amendment to this Agreement changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Agreement under Section 4.1 of these general conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

- 3.4.1 In the performance of services required under this Agreement, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Agreement.
- 3.4.2 Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Agreement, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3 The PROVIDER and the PROVIDER's employees and agents are not by reason of this Agreement, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless

**GENERAL CONDITIONS**

specifically authorized in writing by the DIRECTOR, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the DIRECTOR in writing.

- 3.4.4 The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Agreement. Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.
- 3.4.5 The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
- 3.4.6 The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, or its successor provision, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Agreement. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, or their successor provisions, and these General Conditions.
- 3.4.7 The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

## **GENERAL CONDITIONS**

3.5 Personnel Requirements.

3.5.1 The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Agreement, unless otherwise provided in this Agreement.

3.5.2 The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Agreement

4.1 Modifications of Agreement.

4.1.1 In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the PROVIDER and the STATE.

4.1.2 No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Agreement shall be permitted.

4.1.3 Tax clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement, a tax clearance from the Director of Taxation, State of Hawai'i, showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid.

4.2 Termination in General. This Agreement may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Agreement exists. Termination under this section shall be

made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Agreement may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this section, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Agreement up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by Contractor. The PROVIDER may withdraw from this Agreement after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 State's Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the PROVIDER under this Agreement, any amounts owed to the State of Hawai'i by the PROVIDER under this Agreement, or any other agreement, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by agreement with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

## 5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers,

## GENERAL CONDITIONS

employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Agreement, the PROVIDER shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

**6. Miscellaneous Provisions**

- 6.1 Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 6.2 Publicity. Any and all publicity that the PROVIDER may undertake in connection with the Required Services, shall be subject to the limitations of Section 3.4.3 of these General Conditions, and the requirements of this section:
- 6.2.1 Acknowledgment of State Support. Subject to the limitations of Section 3.4.3 of these General Conditions, the PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Agreement, acknowledge the support by the State of Hawai'i and the purchasing agency through appropriations made by the Legislature of the State of Hawai'i.
- 6.2.2 The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the chief procurement officer, the DIRECTOR, the Agency procurement officer, or to the services or goods, or both, provided under this Agreement, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Agreement, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

**GENERAL CONDITIONS**

- 6.3 Section Headings. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They shall not be to define, limit or extend the scope or intent of the sections to which they pertain.
- 6.4 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the STATE under an escalation clause.
- 6.5 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 6.6 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Agreement became effective shall control and are hereby incorporated by reference.
- 6.7 Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 6.8 Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
- 6.9 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be

## GENERAL CONDITIONS

deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.

- 6.10 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

## **APPENDIX D - Wage Certification**

## **APPENDIX D WAGE CERTIFICATION**

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX E - Insurance**

## APPENDIX E INSURANCE

Offeror shall provide the following:

1. Commercial General Liability Insurance is provided by:

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

2. Reinsurance is provided by:

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

3. Other forms of insurance will be provided by:

Type: \_\_\_\_\_

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

Type: \_\_\_\_\_

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

Type: \_\_\_\_\_

Insurance Company \_\_\_\_\_

Coverage \_\_\_\_\_

Offeror: \_\_\_\_\_

DATE (MM/DD/YY)  
04/23/04

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURER A:	National Surety Corp.
INSURER B:	Associated Indemnity Corp.
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		10/01/03	10/01/04	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$INCLUDED
					GENERAL AGGREGATE	\$4,000,000
					PRODUCTS - COMP/DP AGG	\$INCLUDED
GENL. AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		10/01/03	10/01/04	COMBINED SINGLE LIMIT (Per accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$2,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$2,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC	\$
<input type="checkbox"/>					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE	\$
<input type="checkbox"/>						\$
<input type="checkbox"/> DEDUCTIBLE						\$
RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	(10 days Canc for Nonpayment)	10/01/03	10/01/04	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The State of Hawaii, the purchasing agent and their officers, employees and agents are listed as Additional Insureds, as their interests may appear, for any liability or bodily injury and/or property damage arising out of or resulting from occurrences connected with The Insured's performance under written contract between all interested parties.

**CERTIFICATE HOLDER**

1 ADDITIONAL INSURED: INSURER LETTER:

## CANCELLATION

**The State of Hawaii**  
**The Department of Human Services**  
1001 Kamokila Blvd., Suite 317  
Kapolei, HI 96707

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SUBMIT TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTER TELEPHONE

\*\*\*\*\*

**AUTHORIZED REPRESENTATIVE**

~~Myra O. Drake~~

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## **APPENDIX F - Business Associate Language**

**Exhibit A**  
**Special Conditions**  
**Applicable to CONTRACTORS or PROVIDERS that are**  
**Business Associates of STATE under 45 CFR § 160.103**

Privacy of Individually Identifiable Health Information

1. Introduction: The STATE, as defined in this Agreement, has determined itself to be a Covered Entity or a Health Care Component under the Privacy Rule. These special conditions relating to the privacy of Individually Identifiable Health Information ("these special conditions") are required by the Privacy Rule because CONTRACTOR or PROVIDER, as defined in this Agreement (hereinafter "BUSINESS ASSOCIATE"), has been determined to be a Business Associate of the STATE under § 160.103 of the Privacy Rule.
2. Definitions:
  - a. Except as otherwise defined herein, any and all capitalized terms in these Special Conditions shall have the definitions set forth in the Privacy Rule.
  - b. Agreement. "Agreement" shall mean the agreement between STATE and BUSINESS ASSOCIATE to which these special conditions are attached, and all attachments, exhibits and any special conditions.
  - c. Individual. "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative under § 164.502(g) of the Privacy Rule.
  - d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - e. Protected Health Information. "Protected Health Information" means Individually Identifiable Health Information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual; and that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. For purposes of this Agreement, the term Protected Health Information is limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of STATE.
  - f. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or designee.
3. Obligations and Activities of BUSINESS ASSOCIATE
  - a. BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information consistent with the requirements of this Agreement.
  - c. BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, agrees to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such information.
  - d. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information, available to STATE and/or to the Secretary, at reasonable times and places or as designated by the Secretary or STATE, for purposes of determining compliance with the Privacy Rule.
  - e. BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for STATE to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Privacy Rule.
  - f. BUSINESS ASSOCIATE agrees to provide to STATE or an Individual information collected in accordance with section e, above, to permit STATE to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Privacy Rule.
  - g. BUSINESS ASSOCIATE agrees to provide access to Protected Health Information in the Designated Record Set to STATE or, as directed by STATE, to an Individual to the extent and in the manner required by § 164.524 of the Privacy Rule.
  - h. BUSINESS ASSOCIATE agrees to make Protected Health Information available for amendment and to incorporate any amendments to Protected Health Information that the STATE directs or agrees to in accordance with the requirements of § 164.526 of the Privacy Rule at the request of STATE or an Individual.
  - i. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Protected Health Information by BUSINESS ASSOCIATE in violation of the requirements of these special conditions.
  - j. BUSINESS ASSOCIATE agrees to report to STATE any use or disclosure of the Protected Health Information not provided for by these special conditions of which it becomes aware.
4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE
- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of,

STATE as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by STATE or the minimum necessary policies and procedures of the STATE.

b. Specific Use and Disclosure Provisions

- (i) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- (ii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are Required By Law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to STATE as permitted by § 164.504(e)(2)(i)(B) of the Privacy Rule.
- (iv) BUSINESS ASSOCIATE may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of the Privacy Rule.

- 5. Permissible Requests by STATE. STATE shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by STATE, except if BUSINESS ASSOCIATE will use or disclose Protected Health Information for data aggregation or management and administrative activities of BUSINESS ASSOCIATE.
- 6. Termination for Cause. In addition to any other remedies provided for by this Agreement, upon STATE's knowledge of a material breach by BUSINESS ASSOCIATE of these special conditions, STATE shall either:
  - a. Immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; or
  - b. If neither termination nor cure are feasible, STATE shall report the violation to the Secretary.
- 7. Effect of Termination.
  - a. Except as provided in section 7.b, below, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall, at STATE's option, return or destroy all Protected Health Information received from STATE, or created or received by BUSINESS ASSOCIATE on behalf of STATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information. This provision shall apply

to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE.

- b. In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is not feasible, BUSINESS ASSOCIATE shall provide to STATE notification of the conditions that make return or destruction not feasible. For any period of time that return or destruction of Protected Health Information is not feasible or not completed, BUSINESS ASSOCIATE shall extend the protections of these special conditions to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information.

8. Miscellaneous

- a. Regulatory References. A reference in these special conditions to a section in the Privacy Rule means the section in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for STATE to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 7.b, above, shall survive the termination of this Agreement.
- d. Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rules, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit STATE to comply with the Privacy Rule.

## **APPENDIX G - Registration Statement Form**

State Procurement Office  
1151 Punchbowl Street, #230-A  
Honolulu, Hawaii 96813

**Instructions for the  
Registration Statement  
of Health and Human Service Provider Responsibility  
(Chapter 103F, HRS)**

There are two requirements to register with the State Procurement Office:

1. Complete, sign and submit Form SPO-H 100A, Registration Statement of Health and Human Service Provider Responsibility. (See some quick tips about completing the form.)  
The completed form should be sent to the State Procurement Office, Health & Human Services Section at:  
1151 Punchbowl St., #230A  
Honolulu, HI 96813
2. Applicants must be registered and in good standing with the Hawaii Department of Commerce and Consumer Affairs (DCCA). The State Procurement Office checks good business standing with the DCCA by checking their website at <http://www.ehawaii.gov.org/dcca/cogs/exe/cog.cgi>. Please check the DCCA Business Registration-Certificate of Good Standing website before submitting your Form SPO-H-100A. If you are not registered with the DCCA, you may contact the Business Registration Division of the DCCA at (808) 586-2727 or check their website at: <http://www.BusinessRegistrations.com/>.

Exception:

Sole Proprietorships/Individuals- Sole proprietorships are not required to register with the DCCA.

**Tips About Completing Form SPO-H-100A,  
Registration Statement of Health and Human Service Provider Responsibility**

This form is fairly self explanatory.

Item	Title	Instructions/Explanation
1	Applicant Information	The "Legal Name" is the legal name of the business entity of the private provider. For sole proprietorships it is the sole proprietors legal name. "DBA" means doing business as. Sometimes a business is known by a name other than it's legal name.
2	Contact person	This is a person who can answer any questions about the business. The contact person for a business/private provider must not be state personnel with whom you conduct business.
3	Address	The "Business Address" is where the business is physically located. The "Mailing Address" is where all mail to the business should be sent. Sometimes the addresses are

State Procurement Office  
1151 Punchbowl Street, #230-A  
Honolulu, Hawaii 96813

**Instructions for the  
Registration Statement  
of Health and Human Service Provider Responsibility  
(Chapter 103F, HRS)**

		different.
4	Business entity	Check the appropriate business entity for your business.
5 6 7	Geographic Area, General Population, Special Population	Select all the choices that are appropriate for your business. This is for information only. Should you later decide you wish to serve a geographic area or population that you did not select, it will not keep you from competing for such contracts.
Pages 2-3		This is for your information should you compete for and be awarded a contract. The items listed (such as tax clearance and certificate of insurance) will be required at the time of the solicitation or contracting by the purchasing agency. (Check with the purchasing agency as to when they are required.) Do not send those items to the State Procurement Office. You only need to send the completed Form SPO-H-100A (3 pages) to the State Procurement Office.
Page 3	Signature	If you are applying as individual/sole proprietor complete the side marked "Individual." All other business should complete the side marked "Organizations."

Questions or comments? Contact:  
Mara Smith at 808.587.4704 or [mara.smith@hawaii.gov](mailto:mara.smith@hawaii.gov) or  
Corinne Higa at 808.587.4706 or [corinne.y.higa@hawaii.gov](mailto:corinne.y.higa@hawaii.gov).

Our website is:  
<http://www.spo.hawaii.gov>  
Click on Procurement of Health and Human Services

STATE OF HAWAII  
**STATE PROCUREMENT OFFICE**  
**REGISTRATION STATEMENT**  
**OF HEALTH AND HUMAN SERVICE PROVIDER RESPONSIBILITY**  
(CHAPTER 103F, HRS)

**1. APPLICANT INFORMATION:**

Legal Name: \_\_\_\_\_

DBA: \_\_\_\_\_

**2. CONTACT PERSON FOR MATTERS INVOLVING THIS STATEMENT:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

**3. ADDRESS:**

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**4. TYPE OF BUSINESS ENTITY:**

- ☐ NON PROFIT CORPORATION
- ☐ FOR PROFIT CORPORATION
- ☐ LIMITED LIABILITY COMPANY
- ☐ SOLE PROPRIETORSHIP
- ☐ PARTNERSHIP

**5. GEOGRAPHIC AREA(S) APPLICANT IS INTERESTED IN SERVING:**

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> EAST HAWAI'I | <input type="checkbox"/> KAUAI          |
| <input type="checkbox"/> WEST HAWAI'I | <input type="checkbox"/> LEEWARD O'AHU  |
| <input type="checkbox"/> MAUI         | <input type="checkbox"/> CENTRAL O'AHU  |
| <input type="checkbox"/> MOLOKA'I     | <input type="checkbox"/> WINDWARD O'AHU |
| <input type="checkbox"/> LANA'I       | <input type="checkbox"/> HONOLULU       |

**6. GENERAL POPULATION(S) APPLICANT IS INTERESTED IN SERVING:**

- ☐ CHILDREN: 0-3 YEARS OF AGE
- ☐ CHILDREN: 3-5 YEARS OF AGE
- ☐ CHILDREN: 5-10 YEARS OF AGE
- ☐ CHILDREN: 10-12 YEARS OF AGE
- ☐ ADOLESCENTS: 12-18 YEARS OF AGE
- ☐ ADOLESCENTS AND ADULTS: 18-21 YEARS OF AGE
- ☐ ADULTS: 21-59+ YEARS OF AGE
- ☐ ELDERS: 60+ YEARS OF AGE
- ☐ FAMILIES
- ☐ OTHER \_\_\_\_\_

**7. SPECIAL POPULATION(S) APPLICANT IS INTERESTED IN SERVING:**

- ☐ CHILDREN WITH SPECIAL NEEDS UNDER THE AGE OF 3
- ☐ CHILDREN WITH SPECIAL NEEDS OVER THE AGE OF 3
- ☐ INCARCERATED YOUTH
- ☐ ADJUDICATED YOUTH RESIDING IN THE COMMUNITY
- ☐ CHILDREN AND ADOLESCENTS IN NEED OF MENTAL HEALTH SERVICES
- ☐ CHILDREN WHO HAVE BEEN HARMED OR ARE THREATENED WITH HARM AND THEIR FAMILIES
- ☐ SERIOUSLY MENTALLY ILL ADULTS
- ☐ PERSONS WITH DEVELOPMENTAL DISABILITIES/MENTAL RETARDATION
- ☐ INCARCERATED ADULTS
- ☐ ADULTS UNDER THE SUPERVISION OF THE COURTS
- ☐ DEPENDANT OR DISABLED ADULTS OVER THE AGE OF 18
- ☐ IMMIGRANTS/REFUGEES
- ☐ OTHER \_\_\_\_\_

STATE PROCUREMENT OFFICE  
**REGISTRATION STATEMENT**  
**OF HEALTH AND HUMAN SERVICE PROVIDER RESPONSIBILITY**  
(CHAPTER 103F, HRS)

WHEREAS, the undersigned provider of health and human services (the "Provider") is interested in competing for contracts awarded by the State of Hawai'i (the "State") for the provision of health and human services to Hawai'i residents, and desires to make this Registration Statement of Provider Responsibility ("Statement") in an effort to help promote greater efficiency in the competitive purchase of service procurement process pursuant to chapter 103F, HRS; and

WHEREAS, this Statement covers only general factors governing the responsibility of providers, and individual state agencies may have more or less stringent requirements for establishing the responsibility of providers;

NOW, THEREFORE, the Provider makes the following statements and representations as evidence of the Provider's responsibility, compliance with applicable law, and sound business practices:

1. Tax Clearance Certificate. The Provider has obtained, or will obtain before any award of a contract to the Provider, a tax clearance certificate for both federal and state taxes.
2. Liability Insurance. The Provider has obtained, or will obtain before any award of a contract to the Provider, liability insurance in the amount of at least one million dollars (\$1,000,000).
3. Discrimination. The Provider is in compliance with all applicable federal, state, and county laws forbidding discrimination, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
4. Persons with Disabilities. The Provider is in compliance with all applicable federal, state, and county laws governing the treatment of persons with disabilities, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
5. Smoking. The Provider is in compliance with Chapter 328K, HRS, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
6. Drug-Free Workplace. The Provider is in compliance with the Drug Free Workplace Act of 1988, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
7. Licenses and Permits. The Provider has all licenses, certifications, and permits required by applicable federal, state, and county law in order to conduct the Provider's business, and shall maintain such licenses, certifications, and permits throughout the term of any contract awarded to the Provider by the State.

8. General Law. In addition to the areas specifically addressed in items 1-7 above, the Provider is in compliance with all applicable federal, state, and county law, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
9. Business Practices. The Provider conducts its business affairs in a professional manner that meets or exceeds the standard industry practices for similarly situated providers as to the following areas, as applicable:
- a. fiscal or accounting policies and procedures, or both;
  - b. personnel policies and procedures;
  - c. program policies and procedures;
  - d. written policies required by applicable federal, state, or county law; and
  - e. client and employee grievance policies and procedures.
10. Documentation. In the event that the Provider decides to compete for the award of a contract with the State, the Provider will cooperate with any reasonable request from the State for documents supporting this Statement.
11. Duty to Update Registration Information. Whenever there is a change to a registered Provider's status, it is the duty of the provider to update documents submitted for registration within fifteen calendar days and shall be submitted to the State Procurement Office.

The undersigned authorized representative of the Provider certifies that this statement is true and correct to the best of the Provider's knowledge.

DATED: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

Individuals:

Organizations:

\_\_\_\_\_  
(Typed Name of Individual)

\_\_\_\_\_  
(Typed Name of Organization)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Social Security Number or Federal Taxpayer ID Number)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Position)

\_\_\_\_\_  
(State General Excise Tax Number)

\_\_\_\_\_  
(Federal Taxpayer I.D. Number or EIN)

\_\_\_\_\_  
(State General Excise Tax Number)

## **APPENDIX H - Standards of Conduct Declaration**

## APPENDIX H

### PROVIDER'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is\* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

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\* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, \_\_\_\_\_.

**PROVIDER**

By \_\_\_\_\_  
(signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Provider \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX I - Performance Bond**

APPENDIX I

EXHIBIT B

PERFORMANCE BOND (SURETY)  
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(name and street address of bonding company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a  
surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_  
(State/County entity)

its successors and assigns, hereinafter called Obligee, in the amount of

\_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee  
dated \_\_\_\_\_, for \_\_\_\_\_

\_\_\_\_\_  
hereinafter called Contract, which Contract is incorporated herein by reference and made a  
part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract  
in strict accordance with the terms of the Contract as said Contract may be modified or  
amended from time to time; then this obligation shall be void; otherwise to remain in full  
force and effect.

EXHIBIT B

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligor to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligor in satisfaction of the surety's performance obligation on this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

APPENDIX I

EXHIBIT C

PERFORMANCE BOND  
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, its successors and assigns, as Obligee, hereinafter called  
State/County entity)  
Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_  
(Dollar amount of contract)

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to

Description \_\_\_\_\_  
\_\_\_\_\_

☐ Certificate of Deposit, No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_  
\_\_\_\_\_

☐ Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_  
\_\_\_\_\_

☐ Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit  
Insurance Corporation or the National Credit Union Administration, payable at  
sight or unconditionally assigned to \_\_\_\_\_

☐ Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit  
Insurance Corporation or the National Credit Union Administration, payable at  
sight or unconditionally assigned to \_\_\_\_\_

☐ Official Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit  
Insurance Corporation or the National Credit Union Administration, payable at  
sight or unconditionally assigned to \_\_\_\_\_

☐ Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_, accepted by \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit  
Insurance Corporation or the National Credit Union Administration, payable at  
sight or unconditionally assigned \_\_\_\_\_

WHEREAS:

The Contractor has by written agreement dated \_\_\_\_\_ entered into a  
contract with Obligee for the following Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a  
part hereof.

**NOW, THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this                      day of \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**